

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into between _____, hereinafter the “Employer”, and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada, and its **Portland, Oregon Local 28**, hereinafter jointly referred to as the “Union”.

Article 1 - Recognition

- 1.01** The Employer recognizes the Union as the sole and exclusive collective bargaining agent under Section 9(a) of the National Labor Relations Act for its regular part-time and casual exhibition employees employed within the geographic jurisdiction of Portland, Oregon Local 28. The Employer acknowledges and agrees that the Union has demonstrated to its satisfaction that the Union represents a majority of the Employer’s employees in an appropriate bargaining unit.
- 1.02** This Agreement covers all tradeshow and exhibition work for the Employer including but not limited to the storage, handling, delivery, rigging, installation, operation and dismantling of displays, booths, exhibits, pipe, bases, drape, MIS, tables, table draping, pegboards, tackboards, drape hung or rigged, freight, carpeting, furniture platforms, sign installation, table risers and any other equipment customarily within the jurisdiction of the Union.
- 1.03** This Agreement also covers all operations involving or using forklifts, high-rise lifts, scissors lifts, genie lifts, snorkel lifts, scaffolding, booms, pallet jacks and any other equipment customarily within the jurisdiction of the Union.
- 1.04** The Employer agrees that the work described above shall be performed only by qualified workers assigned by the Union through its job referral procedure. The Employer agrees to notify the Union office of its labor needs at least one week in advance of call times whenever possible. The Employer may request lead persons by name who shall be the first employees referred by the Union to the Employer after the Union Job Steward.

Article 2 - Management Rights

- 2.01** Subject to the provisions of this Agreement and applicable state and federal law, the Employer retains the sole right to manage its business and direct the working force including, but without being limited to, the right to establish new tasks, abolish or change existing tasks, increase or decrease the numbers of tasks, change materials, processes, products, equipment and operations. The Employer shall have the right to schedule and assign work to be performed, select the General Foreman and Foremen for all shows, establish, maintain and enforce reasonable plant rules and regulations, establish attendance policies and have the right to hire or rehire employees, promote employees, to demote and suspend, discipline or discharge for just cause, and to transfer or layoff employees because of lack of work. The Employer retains all other rights, unless they are limited by the clear and explicit language of a provision of this Agreement.

Article 3 - Job Steward

- 3.01** The Union shall appoint all Job Stewards. The first employee referred to the Employer shall be the Job Steward. Each call shall have a Job Steward; provided, that if the call is for forty-five (45) or more persons, the Union shall be entitled to appoint two referrals as Job Stewards.
- 3.02** At the Employer's discretion, the Job Steward shall be a working member of the crew if less than twenty (20) persons are working. Upon reaching a twenty (20) person call, the Job Steward shall become an administrative Steward. The working hours of the Job Steward shall be the same as his/her crew.
- 3.03** The Job Steward shall be responsible to bring to the immediate attention of the Employer's representative any complaint or grievance which might arise on the job. If the complaint or grievance cannot be resolved, the Steward shall be responsible for contacting the appropriate representative of the Union for further handling of the complaint or grievance pursuant to the grievance and arbitration procedures contained in this Agreement.
- 3.04** Job Stewards will assist in the routine assignment of work crews for each job and shall serve as time keepers.
- 3.05** At the discretion of the Employer, the Steward shall receive one hour of pay at the prevailing hourly rate before and/or after the shift in order to perform necessary paperwork. If the Steward is required to report to the Employer prior to the job call reporting time, the Employer shall notify the Union of this request on the original labor call. If the one hour of pay is not granted, the Employer shall provide the Job Steward the necessary time to complete paperwork within the framework of the call.
- 3.06** The duties of the Job Steward shall be as follows:
Will ensure that all employees have filled out appropriate forms for the employer. Check the list of stagehands referred and keep a daily record, in the format provided by the Employer, of the time worked by each stagehand on the job, and the rate and position occupied by each stagehand, and submit the payroll to the Employer, on a daily basis. Keep the official "time" for the event, including call times, meal periods, overtime periods and any other coordination of time for the event. Provide advice and consultation to the Employer on interpretation of this Agreement and on matters relating to meal periods, overtime, etc. Coordinate with the crew to assure safe and efficient operation. Report to the Employer any unsafe or hazardous condition.
- 3.07** The Job Steward shall receive one dollar (\$1.00) per hour above the applicable hourly rate, as shown in Exhibit A of this Agreement, for all hours worked.
- 3.08** The Steward may be discharged for just cause. The Employer will not discriminate against a Steward for fulfilling his or her duty of Union representation. If the Union considers the discharge as being without just cause, such action by the Employer shall be subject to the grievance and arbitration procedure.

Article 4 - No Strike/No Lockout

- 4.01** There shall be no strikes or work stoppages during the term of this Agreement. Should an alleged violation of this Article occur, the Union agrees that, upon the Employer's request, it will immediately repudiate such violation orally or in writing and will urge those alleged participants in the improper

activity to immediately cease such activity, and will attempt to bring an immediate end to such violation. Employees violating this section shall be subject to discipline or discharge and may be temporarily replaced by the Employer with employees from any labor source.

4.02 The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement.

4.03 The Employer shall not require any employee to cross a primary picket line of any labor organization either at a job site or at any establishment that the employee may be sent to in the course of their employment. Refusal to cross a primary picket line shall not be cause for discipline, discharge or permanent replacement and the Union shall not be liable in any manner because of such refusal.

Article 5 - Dispute Resolution

5.01 A grievance is defined to be an alleged violation by the Employer of the terms of this Agreement. All grievances shall be processed promptly in accordance with the following procedure:

Step 1. Any person having a grievance may discuss the grievance with the Employer's Manager within five (5) working days of the knowledge of the grievable incident. Step 1 will be terminated within five (5) days of the first grievance discussion or with the supervisor's answer whichever occurs first.

Step 2. If the grievance is not settled between the grievant and the Manager, it shall be submitted in writing and discussed in a conference between the Employer and a representative of the Union within fifteen (15) days of the conclusion of Step 1. The Employer shall issue a written response to the grievance within ten (10) days of the conference.

Step 3. If the grievance is not settled at Step 2 of the grievance procedure, it may be referred to arbitration by the Union within thirty (30) days of the conclusion of Step 2.

5.02 Such request for arbitration shall be submitted within thirty (30) days after receipt of the Employer's written response to the grievance. The cost of the arbitration shall be borne equally between the Union and the Employer. The arbitrator shall not have the right to add to, subtract from or modify any of the terms of this Agreement. All arbitration hearings shall be conducted and subjected to the Rules of the American Arbitration Association.

5.03 The party requesting arbitration shall request from the American Arbitration Association a list of seven (7) names of persons qualified to act as arbitrator. The parties shall then alternately strike names and the last name remaining shall have been selected as arbitrator.

5.04 Any of the above mentioned time limits may be extended by mutual consent in writing.

Article 6 - Working Conditions

- 6.01** Minimum calls shall be four (4) hours pay at the rate applicable to the time of day the four (4) hour call falls within, except that no rate other than the straight time rate shall be paid on minimum calls unless the employee is actually working during the premium time. However, should the call take place on a holiday or between the hours of 12:00am and 8:00am the entire minimum call shall be paid at the premium rate.
- 6.02** Time and one half (1-1/2) will be paid for all hours worked after eight (8) hours in a day and for all hours worked Saturday and Sunday.
- 6.03** Double time will be paid for all hours worked between 12 Midnight and 8 A.M
- 6.04** Employees working the following Holidays shall be paid Double time for all hours worked. New Years Day (January 1), Martin Luther King, Jr. Day (third Monday in January), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November), Christmas Eve (December 24) and Christmas Day (December 25).
- 6.05** For the purpose of computing time under this Agreement, any fraction of a half-hour over five (5) minutes shall be considered a full half hour.
- 6.06** Employees working after midnight shall continue on the same rate of pay until said employees have had at least an eight (8) hour rest period. Employees working more than two (2) hours before 8:00 A.M. shall continue at the same rate of pay until said employee have had least an eight (8) hour rest period.
- 6.07** Employees shall receive pay for the hours worked on an hourly, continuity of service basis unless a break of more than two (2) hours is given. If the break exceeds two (2) hours the initial call-in and any call-back shall be treated as separate four (4) hour calls.
- 6.08** When it becomes necessary to divide the crew into separate "teams", one person from each team shall be assigned as a Head of Department.
- 6.09** A meal break must be granted every five (5) hours. This is either a full hour off the clock or one-half (1/2) hour on the clock. If the Employer chooses the one-half (1/2) hour meal break, a balanced hot meal must be provided at no charge to the Employee. If a one hour lunch break is given, all Employees will receive at least a two (2) hour minimum call when they return to work. If five (5) hours elapse before a meal break is granted, all Employees shall be paid a meal premium equal to time and one-half (1 1/2) the rate at which the Employee is currently working. The meal premium will be assessed for each hour there after until a meal is provided or an hour meal break is granted.

- 6.10 When a meal period falls between the hours of 10:00PM and 8:00AM an adequate hot meal and one –half (1/2) hour period in which to eat must provided. Employees shall receive continuous pay during the one-half (1/2) hour meal period.
- 6.11 There shall be a fifteen (15) minute break near the midpoint of any call, taken to minimize the disruption to the call.

Article 7 – Health and Welfare Fund

- 7.01 The Employer agrees to contribute to the IATSE National Health and Welfare Fund, the sum of fifteen and one half (17.5%)percent of the gross wages earned by each employee covered by this Agreement and to be bound by the agreement and declaration of trust governing that Fund. Such payment shall be by check payable to the IATSE National Health and Welfare Fund no later than the tenth (10th) day of each month in respect to all employment during the proceeding month on which contributions were payable. In conjunction with each payment, the Employer shall submit a remittance report, in a form acceptable to the Union showing the names of the employees and last known address for whom contributions are being made, their Social Security numbers, dates of employment and amount of contribution. Health and Welfare contributions shall be sent to IATSE National Health and Welfare Plan C, 55 West 39th Street, 5th Floor, New York, New York 10018.
- 7.02 Such Health and Welfare Fund is established in accordance with the law, and at all times hereafter, will be and remain a qualified plan under applicable law, including all provisions of the Internal Revenue Code.
- 7.03 The assets of the Health and Welfare Fund shall be used to pay or provide medical, surgical, hospital, accident, disability, death or miscellaneous welfare benefits to the employees and their eligible dependents covered by and entitled to benefits under the Health and Welfare Fund, as the Trustees of said Health and Welfare Fund may determine.

Article 8 - Pension

- 8.01 The Employer agrees, in addition to all wages and other sums required to be paid hereunder, to pay the further sum of six (6) percent of the gross wages earned by each employee covered by this agreement and employed by the employer under its terms. Such payment shall be by check payable to the Entertainment Industry 401K Plan no later than the tenth (10th) day of each month in respect to all employment during the proceeding month on which contributions were payable. In conjunction with each payment the Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their Social Security numbers, dates of employment and amount of contribution. Said payments shall be deposited with the Entertainment Industry 401K Plan at PO Box17928, Los Angeles, CA. 90017-0928 (Ph# 213-385-6644). Details available should the employer chose to self-pay.

Article 9 – Continuing Education, Licenses and Training

9.01 The Employers agrees, in addition to all wages and other sums required to be paid hereunder, to pay the further sum of one percent (1%) of the gross wages earned by each Employee covered by this Agreement and employed by the Employer under its terms. Such payment shall be due and payable for work performed on and after the effective date of this Agreement and shall be paid to a Joint Board of Trustees composed of an equal number of trustees appointed by the Union and an equal number of Trustees appointed by the Employer, numbering two Employer Trustees and two Union Trustees, said payments are to be deposited in the account in the name of “I.A.T.S.E. Local 28 Training Trust” and shall be under the control of said Joint Board of Trustees; such contributions shall be utilized for the purpose of supporting the Education and Training of Employee

Article 10 - Miscellaneous

- 10.01** Should any part of this contract be declared in conflict with any law or regulation, local, state or federal, the rest and remainder of this contract shall not be affected and shall remain in full force and effect.
- 10.02** As used in this Agreement, masculine pronouns and relative words shall be construed to include the feminine gender.
- 10.03** The Employer agrees to mail or deliver a payroll form to the Union office at the end of each regular pay period. This form should indicate each employee’s name, rates of pay, the number of hours worked each day and the gross wages for the week.
- 10.04** It is agreed that the Employer, upon written authorization, will deduct the work assessment fee from each employee’s payroll check. The amount of the deduction will be submitted to the Employer in writing by the Union. The Employer shall forward the deducted fees to the Union at the end of each month so that the payment is received in the Union office no later than fifteen (15) calendar days following the end of each calendar month.
- 10.05** It is understood and agreed that the Employer shall not subcontract or assign any work covered by the jurisdiction of this Agreement to any contractor or subcontractor within the geographic jurisdiction of the Union which would cause or bring about a loss of work or overtime work opportunity to employees working under this Agreement except in cases where needed expertise is not available from the Union. The Union will provide a map of its geographic jurisdiction to the Employer.
- 10.06** The Business Representative of the Union, or his designated representative, will have access to job sites at all times for the purpose of conducting Union business provided this doesn’t disrupt the Employer’s business.
- 10.07** The Employer agrees to maintain a safe and healthy work environment and to comply with all applicable state and federal occupational safety and health laws and regulations. The Union may raise safety issues at any time. Concerns which are not addressed promptly may be put in writing and forwarded to appropriate individuals.

Article 11 - Duration

11.01 This Agreement is to be in force and binding from the 1st day of July 2009 to the 30st day of June, 2010 and from year to year thereafter unless either party hereto shall cause to be served upon the other, by certified mail, return receipt requested, written notice at least sixty (60) days in advance of the expiration date hereof, or any subsequent anniversary thereof, of the intention of said party to terminate, modify, or change said Agreement or any part thereof, in which event the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the termination of this Agreement.

For the International Alliance
of Theatrical Stage Employees
and Portland, Oregon Local No. 28

Employer

Business Representative

Employer Representative

Date: _____

Date: _____

IATSE Representative

Date: _____

EMPLOYER CERTIFICATION

This Agreement is governed by the laws of the State of Oregon, and as such, Employer hereby certifies the following:

(Check one Only)

Employer is an Oregon Employer and will be responsible for processing of payments to Employees, State and Federal agencies, and applicable Benefit Funds as described within this Agreement

Oregon Business ID #: _____

SAIF Policy Number: _____

OR

Employer requires the services of a payroll services or payroll leasing company to act as joint-Employer, which joint-Employer shall be acceptable to Union, for purposes of processing payments to Employees, State and Federal agencies, and applicable Benefits Funds as described within this Agreement.

Name of Payroll Services Company: _____

Contact Name and Phone Number: _____

IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, VACATION AND 401(k) FUNDS**Trust Acceptance Agreement**

The IATSE or the IATSE Local named below (the "Union") and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, Vacation and/or 401(k) Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement ("CBA") between them:

1. Trust Agreement (check off all applicable Funds per the terms of the CBA):

Employer agrees to be bound by all of the terms and provisions of :

- a. **PENSION:** The Agreement and Declaration of Trust (the "*National Pension Fund Trust Agreement*") establishing the IATSE National Pension Fund (the "*National Pension Fund*") dated May 31, 1957, as restated December 11, 2001, and as amended, and the National Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*National Pension Fund Collection Guidelines*")
- b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "*Welfare Fund Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") dated June 18, 1973, as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Welfare Fund Collection Guidelines*")
- c. **ANNUITY:** The Agreement and Declaration of Trust (the "*Annuity Fund Trust Agreement*") establishing the IATSE Annuity Fund (the "*Annuity Fund*") dated September 21, 1973, as restated August 1, 1984 and February 1, 1995, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Annuity Fund Collection Guidelines*")
- d. **VACATION:** The Agreement and Declaration of Trust (the "*Vacation Fund Trust Agreement*") establishing the IATSE National Vacation Fund (the "*Vacation Fund*") dated October 25, 1973, as restated October 1, 1983 and April 1, 1997, and as amended, and the Vacation Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Vacation Fund Collection Guidelines*")
- e. **401(K):** The Agreement and Declaration of Trust (the "*Trust Agreement*") establishing the IATSE 401(k) Fund (the "*401(k) Fund*") dated March 6, 2002, as amended, and the 401(k) Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*401(k) Fund Collection Guidelines*")

Employer also agrees to be represented in the administration of the National Pension Fund, the Welfare Fund, the Annuity Fund, the Vacation Fund and/or the 401(k) Fund, respectively as specified above, by the Employer Trustees therein named or by their successors.

2. Computation of Contributions

Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the National Pension Fund, the Welfare Fund, the Annuity Fund, the Vacation Fund and/or the 401(k) Fund, as applicable, for each and every employee whose position is covered by that Agreement.

3. Payment of Contributions

Payment of contributions as required above shall be made by check payable to the "IATSE National Pension Fund," the "IATSE National Health & Welfare Fund," the "IATSE Annuity Fund," or the "IATSE 401(k) Fund," and must be received in the appropriate Fund Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10th day of each month following the month of employment.** Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the applicable Funds.

Check One: Monthly Contributor

Weekly Contributor

_____ (If CBA provides a different due date than set forth above, indicate due date here)

→ **Note:** Any 401(k) contributions, whether to the stand-alone 401(k) Fund or the deferral feature of the Annuity Fund must be received by **no later than the 15th of the month following the month in which the work was performed** and the deductions withheld.

→ **Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

4. Records

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the National Pension Fund, Welfare Fund, Annuity Fund, Vacation Fund and/or 401(k) Funds' Collection Guidelines, as applicable herein.

5. IRS Compliance

The Pension, Health & Welfare, Annuity, Vacation and 401(k) Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the National Pension Fund, the Welfare Fund, the Annuity Fund, and the 401(k) Fund as a deduction for income tax purposes.

6. Terms of the CBA

If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the appropriate Fund Office[s] for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the National Pension Fund, the Welfare Fund, the Annuity Fund, the Vacation Fund and/or the 401(k) Fund, as applicable herein.

7. TERM OF CONTRACT: From _____ To _____

8. TYPE OF CONTRACT: (e.g., Area Standards, Travelling Stage Employees Contract): _____

9. CONTRIBUTION RATES (Please complete for all applicable Funds):

PENSION

To Which Pension Plan Are You Contributing (Check One):

- Pension **Plan B**
- Pension **Plan C**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

Note: For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

HEALTH & WELFARE

To Which Health & Welfare Plan Are You Contributing (Check One):

- Health & Welfare **Plan A** (Note that Plan A has minimum daily rates)
- Health & Welfare **Plan C**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
July 1, 2009	June 30, 2010	17.5%		X Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

ANNUITY

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

9. CONTRIBUTION RATES (continued)

For salary deferrals (401(k) contributions) to the **Annuity Fund**, the **Employer** contribution rate must be **3% or greater of employee's wages**, and the employee contribution rate shall be per **Individual Salary Deferral Agreements** completed and submitted by **each** employee. (**Note:** Salary deferrals to the Annuity Fund are **not** applicable to employees for work under contracts for which contributions may be made to the 401(k) Fund, as listed below).

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15th of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed) **Agreed**

VACATION

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

401(K) FUND – Contribution rate for the stand-alone **401(k) Fund** shall be as per **Individual Salary Deferral Agreements** completed and submitted by **each** employee.

Type of Contracts Applicable to the 401(k) Fund:

- Theatrical and Television Motion Picture Area Standards Agreement
- AICP Multi-State Supplement to the AICP West Agreement
- Single Signatory (i.e., one-off) theatrical motion picture and television agreement
- Low Budget theatrical and television motion picture term agreement
- Television term agreement
- Music Video Production Agreement

Employer agrees to withhold the respective 401(k) salary deferral contributions and submit same to the 401(k) Fund by no later than the 15th of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed) **Agreed**

The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE or IATSE Local 28 :

By: _____ Business Agent Christopher Bateman
(Signature of Authorized Officer) (Title) (Print Name)

Date: _____, 20____

FOR EMPLOYER:

(Insert Name of Employer) (Employer Federal Tax ID No.)

(Address) (City, State, Zip)

(Area Code/Telephone No.) (Area Code/Fax No.)

By: _____
(Signature of Authorized Officer) (Title) (Print Name)

Date: _____, 20____

PAYROLL COMPANY (If Applicable)

(Payroll Company) (Name of Contact Person)

(Address) (City, State, Zip)

(Area Code/Telephone No.) (Area Code/Fax No.)